Call for Offers

Cafeteria Concessionaire Contract

Deadline: Monday, October 16, 2017
4:30 p.m.
SECTION 1 - INTRODUCTION

A. Purpose of the Call for Offers

The purpose of this Call for Offers (CFO) is to solicit offers from qualified food and beverage companies or individuals to operate food concessions at Leeward Community College (LeeCC) at one or more of the following locations:

1. Uluwehi Café – located at the main campus in Pearl City
2. Theatre Concession Stand – located at the main campus in Pearl City
3. Waianae Moku – satellite campus in Maili.

Please note that offers awarded for this CFO will not be the sole and exclusive food service provider to LeeCC.

B. Process Overview

LeeCC will issue this CFO to all interested companies, vendors, and individuals. A Cafeteria Concessions Contract Committee has been established and this group will review and evaluate all offers that are submitted. The Committee’s recommendations will be forwarded to the College Administration for final review and approval. Vendors may be requested to present and clarify their offer(s), in person, to members of the Committee and/or the College Administration.

C. Leeward Community College Overview

LeeCC is a public, two-year institution serving approximately 7,000 undergraduate students and nearly 4,000 continuing education students, making the College the 3rd largest institution in the University of Hawaii system. More than 500 full- and part-time employees work on the two campuses.

Pearl City Campus: 10,500 students (credit and non-credit students); 480 employees
Maili Campus: 500 students (credit students); 20 employees

Featuring a diverse student population and experienced and caring faculty, LeeCC has provided access, affordability, and a high quality education to the people of Hawaii since 1968. Solid academic transfer courses, growing programs in teacher education and in the STEM (science, technology, engineering, and mathematics) fields, and in-demand career and technical education are just a few of the reasons why so many students have chosen LeeCC.

LeeCC anticipates long-term sustained enrollment growth as the College’s service region spans nearly two-thirds of the island of Oahu, from Pearl Harbor north to Haleiwa and west through Kapolei to the Waianae coast. This region’s surging population and expanding business footprint solidifies the College’s standing as a regional educational center for students pursuing post-secondary degrees and workforce development training opportunities.
LeeCC’s main campus in Pearl City is home to one of the transit rail stations, which is currently under construction. A robust theatrical program and performance center hosts more than 100,000 patrons per year. Opportunities to cater to these events at the renovated Theatre is available. The Waianae Moku campus in Maili opens for the Fall 2017 semester and will be the permanent home of the College’s satellite education center. These initiatives coupled with the College’s expansion of selective academic programs, investment in new and renovation of existing facilities, and major infrastructure improvements compliments the growth occurring in the neighboring communities.

D. Pearl City Campus – Campus Center Building and Theatre Building

The Campus Center building, site of the Uluwehi Café, is located in the heart of the LeeCC’s Pearl City campus. Built in 1973, the three-story structure is the second largest building on campus with over 43,000 gross square feet of space. The building is surrounded on three sides by courtyards and picturesque views of Pearl Harbor and Diamond Head can be seen from the second-floor lanai that encircles the building.

Food service operations are currently performed by LeeCC and its employees. A Subway retail outlet is also in the facility. Seating capacity in the dining portion of the facility is currently 150 with a mixture of booths, tables, and chairs. Maximum room capacity of the dining portion of the facility per C&C Building Codes is 308. Other on-campus food and beverage retail service outlets include: Bookstore (Campus Center Building), KimoBean Coffee Shop (Learning Commons Building), and Hot Dog Hawaii (hot dog cart, 2nd Floor Concourse). Food truck vendors are on campus on Tuesday’s and Wednesday’s (2nd Floor Concourse) and are sponsored by Student Government and the Office of Student Life.

The Theatre building is undergoing a complete renovation that will be completed by January 2018. Seating capacity in the Theatre’s main auditorium for performances and events is approximately 650. A concession stand will be included as part of the facility improvements. The number of performances and attendance support the need for a food and beverage concessionaire during these events.

E. Waianae Moku – Maili

LeeCC’s Waianae Moku campus, located in Maili, occupies space in a 38,600 gross square foot facility on 2.5 acres of land adjacent to Maili Elementary School. LeeCC and the University of Hawaii are owners of the facility and grounds. The College is renovating approximately one-third of the facility. Completion of the renovation is scheduled for late summer of 2017. There are currently no food and beverage concessions at this location.

F. Objectives and Goals

The objective for this Call for Offers is to provide the students, faculty, staff, and visitors of LeeCC with quality food concessions at reasonable prices on a long-term basis. LeeCC is seeking vendors who will support the goals of the institution and provide the best service possible to its customer base.

Goals:

- Enter into a long-term agreement with a vendor or vendors who will provide a diverse mix of food options and provide customers a variety of selections regarding type, price, and quantity.
o Provide students with potential employment opportunities and learning and work experiences through collaboration with various vocational and academic departments.

o Special attention to healthy, fresh, and organic products with menu options for patrons seeking vegetarian, vegan, and gluten-free products.

o Timely delivery of food service products in a customer-service oriented fashion with competitive pricing geared toward community college students.

o Quality and innovative catering options for college activities and events.

o Demonstrated commitment to sustainable practices and locally-sourced products.

o Where possible and feasible, expand the campus food options to address the needs of students enrolled in morning, afternoon and evening classes, cater to potential customers from campus theatrical performances, and provide food service options for the Waianae Moku campus.

SECTION 2 – GENERAL ADMINISTRATIVE INSTRUCTIONS

A. CFO Point of Contact

Upon release of this CFO, all vendor questions and requests for information should be addressed to:

Mark Lane
Vice Chancellor of Administrative Services
Leeward Community College

Telephone: (808) 455-0213
Fax: (808) 455-0471
Email: marklane@hawaii.edu

B. CFO Schedule

Vendors must submit one original copy of their offer no later than 4:30 p.m. on Monday, October 16, 2017 to:

Vice Chancellor of Administrative Services
Leeward Community College
96-045 Ala Ike Street
Pearl City, HI 96782

Offers may be mailed to the above address or hand-delivered during normal business hours (Monday-Friday from 8:00 a.m. to 4:30 p.m.). Offers that are not received by the deadline will not be considered.

C. Pre-Offer Conference
There will be no formal pre-offer conference scheduled for this CFO. Vendors are encouraged to schedule a site visit and/or to seek clarification of any of the information contained in this CFO. Please see item 2A for point-of-contact information.

SECTION 3 – VENDOR OFFER INSTRUCTIONS, CONTRACTUAL TERMS AND CONDITIONS, and EVALUATION CRITERIA

A. Offer Requirements

All vendors who submit offers shall include the following documents:

1) Offer Letter (Appendix A)
   a. The Offer Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual’s authority to bind the corporation. The fully executed Offer Letter shall be submitted along with the Offer.

2) Offer Narrative (Appendix B)
   The Offer Narrative shall include the following:
   a. Company Experience and Background: A statement or resume that illustrates professional experience of the company in managing a successful retail food and beverage enterprise, to include the number of years of experience, locations of the retail establishments, and the primary clientele served.
   b. Product Pricing Schedule: A product-pricing schedule for each concession space that your company is submitting an offer for: 1) Pearl City Campus – Uluwehi Café; 2) Pearl City Campus – Theatre; 3) Waianae-Moku Campus.
   c. Product and Food Choice Variety: A product and food choice list for each concession space that your company is submitting an offer for: 1) Pearl City Campus – Uluwehi Café; 2) Pearl City Campus – Theatre; 3) Waianae-Moku Campus.
   d. Rebate Percentage of Sales: State the rebate percentage as per the PAYMENT provision from the CONTRACT for each concession space that your company is submitting an offer for: 1) Pearl City Campus – Uluwehi Café; 2) Pearl City Campus – Theatre; 3) Waianae-Moku Campus.

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$0.00 to $9,999  ___% + $ _____

e. **Employment and Learning Opportunities for Students**: Describe the employment and learning opportunities that your company would offer to students, to include jobs, internships, and partnerships with academic or vocational programs. State which concession space these opportunities would applicable: 1) Pearl City Campus – Uluwehi Café; 2) Pearl City Campus – Theatre; 3) Waianae-Moku Campus.

f. **Catering Opportunities for College Activities and Events**: Describe your company’s catering experiences and your vision as to how these experiences will translate into catering opportunities for various college activities, events, and functions. Include a listing of product, food choice variety, and pricing for catered events.

g. **Demonstrated Commitment to Sustainable Practices and Locally Sourced Products**: Describe your company’s commitment to the environment through sustainable practices and your company’s philosophy and use of locally sourced products.

Note 1: Vendors may submit an offer for ONE (1), TWO (2), or all THREE (3) of the concession locations described in this CFO; Uluwehi Cafeteria, Theatre Concessions, and Waianae Moku Campus. Please note in the Offer Narrative the location(s) for which the offer is being submitted.

Note 2: LeeCC has an exclusive beverage rights and beverage concessions contractor. Any Vendor(s) awarded the contract for this CFO must use this contractor. Current beverage rights and beverage concessions contractor is Pepsi.

3) **References (Appendix C)**

a. Provide a minimum of THREE (3) references for whom similar food and beverage concession services have been provided. Include the names of companies, addresses, contact persons, phone numbers, and email addresses. The UNIVERSITY reserves the right to contact the references for additional information.

4) **Offeror’s Submittals Check List**

The following checklist is provided to assist the OFFEROR in submitting the appropriate documents with their offers:

1) _____ Appendix A, Offer Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the Offer on behalf of the company is not the corporate president)

2) _____ Appendix B, Offer Narrative
3) Appendix C, References

B. Contractual Terms and Conditions (Appendix D)

Each vendor responding to this CFO must include a signed Offer Letter (see Appendix A) which indicates that they understand and accept the contractual terms and conditions.

The CFO and all of its specifications, and the vendor’s responses to these specifications, will be automatically incorporated into any contract resulting from this solicitation.

All representations made in the offer will be binding upon the vendor.

C. Offer Review and Evaluation Criteria

All offers received by the submission deadline and that meet the minimum requirements set forth in this CFO will be reviewed by the Cafeteria Concessions Contract Committee and the LeeCC Administration. Evaluation of each offer will be based upon the following: 1) the quality of the written offer, 2) the qualifications and experience of the vendor, 3) how the vendor’s scope of services meets the goals and objectives of this CFO, and 4) an assessment of the probable financial success of the operation.

Specifically, LeeCC shall evaluate each Offer submitted based on the following criteria:

1) Company Experience and Background 15 Points Maximum
2) Product Pricing Schedule 15 Points Maximum
3) Product and Food Choice Variety 15 Points Maximum
4) Rebate Percentage of Sales 15 Points Maximum
5) Employment and Learning Opportunities for Students 10 Points Maximum
6) Catering Opportunities for College Activities and Events 10 Points Maximum
7) Demonstrated Commitment to Sustainable Practices and Locally Sourced Products 10 Points Maximum
8) References 10 Points Maximum

TOTAL POSSIBLE POINTS 100 POINTS

LeeCC reserves the right to require any or all vendors to make a formal, oral presentation. The Vice Chancellor of Administrative Services office will coordinate the scheduling of presentations. Each vendor should be prepared to discuss and substantiate all areas covered in its proposal.

A final decision regarding the acceptance of a vendor offer will be made no later than November 15, 2017. All vendors who submit offers will be contacted.
SECTION 4 - MISCELLANEOUS

A. Cancellation

LeeCC reserves the right to cancel the CFO process or awarding of a contract at any time prior to the execution of the contract by both parties if the cancellation is deemed to be in the College’s best interest. In no event, shall LeeCC have any liability for the cancellation of the CFO or awarding of the contract.

B. Costs for Offer Preparation

Any costs incurred by the vendor in preparing or submitting an offer shall be the vendor’s sole responsibility.

C. Disqualification of Offers

LeeCC reserves the right to consider as acceptable only those offers submitted in accordance with all requirements set forth in this CFO and which demonstrate an understanding of the scope of the concession. Any offer containing any other set of terms and conditions contradictory to those included in this CFO may be disqualified without further notice.

A vendor shall be disqualified and the offer automatically rejected for any one or more of the following reasons:

1. The offer is noncompliant with applicable law.
2. The offer is conditional, incomplete, or irregular in such a way as to make the offer indefinite or ambiguous as to its meaning.
3. The offer has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the CFO.

D. Space Available and Configuration

1. Pearl City Campus – Campus Center Building, Uluwehi Café
   Located on the 1st floor of the building, current facilities include a dedicated kitchen, refrigeration units, dry storerooms, serving area, and shared dining room. Approximately 3,500 square feet is available in these areas. A floor plan of the space is included in Appendix E.

2. Pearl City Campus – Theatre Building, Theatre Concession Stand
   Currently under construction, the concession stand area will be located on the 1st floor of the Theatre plaza area immediately mauka of the main entry doors to the Theatre.

3. Waianae Moku Campus
   A 38,600 square foot facility that will open for the Fall 2017 semester. Approximately 13,000 square feet will be renovated as part of the first phase of the renovation. Phase II, expected to begin the Summer of 2018, will renovate an additional 3,500 square feet. No other improved areas within the building envelope has been committed.
Opportunities are available for vendors to make improvements for a dedicated food service/concession area. A floor plan of the facility is included in Appendix F.

E. CFO Amendments

LeeCC reserves the right to amend the CFO at any time prior to the closing date for best and final offers.

F. CFO Submittals Become Property of LeeCC

All offers and other material submitted shall become the property of LeeCC and may be returned only at LeeCC’s option.

G. Financial-Related Information

Summarized financial and sales-related information for LeeCC’s Uluwehi Café is available in Appendix G. Financial data for other on-campus private food service concessions is not available.
APPENDIX A
OFFER LETTER

We submit this offer to Operate Food Concessions for the Leeward Community College provided in this Call for Offers (CFO), CFO No. 18-XXXX.

It is understood and agreed that we have read the University of Hawaii’s specifications described in the CFO and that this Offer is made in accordance with the provisions of such specifications. By signing this Offer, we guarantee and certify that all items included in this Offer meet or exceed any and all such specifications.

We agree, if awarded the contract, to exercise the rights and operate the concessions which meet or exceed the specifications.

Respectfully submitted,

________________________________________  __________________________________________
Legal Name of Offeror  Date

________________________________________  __________________________________________
Authorized Signature (original)  (Typed Name)  Title

________________________________________
Street Address

________________________________________
City, State, Zip Code

________________________________________
Telephone No.

________________________________________
Fax No.

________________________________________
Social Security OR Federal Tax Payer ID No.

________________________________________
Hawai‘i General Excise Tax License No.

________________________________________
Remittance Address (if different from street address)

________________________________________
City, State, Zip Code

________________________________________
Location of Offeror’s Plant

Offeror is:  __ Individual  __ Partnership  __ Corporation  __ Joint Venture

State of Incorporation:  __ Hawai‘i  __ Other:

Is Corporate Seal Available In Hawai‘i:  __ Yes**  __ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.
APPENDIX B
OFFER NARRATIVE

1. **Locations**: Indicate the concession location(s) for which you are submitting your offer. Please note that you may submit offers for ONE (1), TWO (2), or all THREE (3) locations.
   - Uluwehi Café
   - Theatre Concessions
   - Waianae Moku

2. **Company Experience and Background**: A statement or resume that illustrates professional experience of the company in managing a successful retail food and beverage enterprise, to include the number of years of experience, locations of the retail establishments, and the primary clientele served.

3. **Product Pricing Schedule**: A product-pricing schedule for each concession space that your company is submitting an offer for: 1) Pearl City Campus – Uluwehi Café; 2) Pearl City Campus – Theatre; 3) Waianae-Moku Campus.

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6. **Employment and Learning Opportunities for Students**: Describe the employment and learning opportunities that your company would offer to students, to include jobs, internships, and partnerships with academic or vocational programs. State which concession space these opportunities would applicable: 1) Pearl City Campus – Uluwehi Café; 2) Pearl City Campus – Theatre; 3) Waianae-Moku Campus.

7. **Catering Opportunities for College Activities and Events**: Describe your company’s catering experiences and your vision as to how these experiences will translate into catering opportunities for various college activities, events, and functions. Include a listing of product, food choice variety, and pricing for catered events.

8. **Demonstrated Commitment to Sustainable Practices and Locally Sourced Products**: Describe your company’s commitment to the environment through sustainable practices and your company’s philosophy and use of locally sourced products.

9. **Other**: Include any other information you wish to share or feel is appropriate to describe your company, concepts, and why you should be selected to operate the food and beverage concessions at LeeCC.
Provide the names of companies, addresses, contact names, phone numbers, and email addresses for at least THREE (3) references.

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Appendix D
Contractual Terms and Conditions

This agreement, hereinafter referred to as “CONTRACT”, made as of the _____ day, of ________________, 2017, by and between _______________________, located at ____________________________, hereinafter called "CONTRACTOR," and the University of Hawaii – Leeward Community College, hereinafter referred to as "UNIVERSITY."

WITNESSETH THAT:

CONTRACTOR hereby agrees to provide, operate, and maintain a food service concession at the "UNIVERSITY," meeting the following terms and conditions:

1. SCOPE:

   a. CONTRACTOR agrees to provide, operate, and maintain a food service concession at one or more of the locations specified at the UNIVERSITY, in accordance with applicable policies, codes, and ordinances of the UNIVERSITY, State of Hawai‘i, and the City and County of Honolulu.

   b. CONTRACTOR agrees to provide food service concessions at the following location(s):

      ___ Pearl City Campus – Uluwehi Café: the UNIVERSITY will assign up to approximately 3,500 square feet of space to CONTRACTOR in the Campus Center building (first floor) for the food service concession.

      ___ Pearl City Campus – Theatre Concessions: the UNIVERSITY will assign a dedicated space at the Theatre Building for CONTRACTOR to operate a concession stand.

      ___ Waianae Moku Campus: the UNIVERSITY will assign a portion of the unimproved facility for CONTRACTOR to provide a food service concession.

   c. Services to be provided by the CONTRACTOR may include, but not be limited to:

      1) Inclusion of a variety of breakfast, lunch, and ready-to-go menu options that are appropriate and appealing to a collegiate food service environment;

      2) Special attention to healthy, fresh, and organic products;

      3) Daily menu options for patrons seeking vegetarian, vegan, and gluten-free products;

      4) Locally-sourced products wherever possible and feasible;

      5) Timely delivery of food service products in a customer-service oriented fashion with competitive pricing geared toward community college students;

      6) Quality and innovative catering options for college activities and events;

      7) Employment opportunities for students.
d. In concert with UNIVERSITY’s goals and commitment to sustainability and the protection of the environment, products shall be sold in compostable or recyclable plates, cups, and utensils whenever possible.

2. TERM

The CONTRACTOR agrees to enter into a CONTRACT with the UNIVERSITY for an initial period commencing January 1, 2018 through June 30, 2023. Subject to mutual agreement being reached between the UNIVERSITY and the CONTRACTOR, the CONTRACT may be renewed for up to ONE (1) additional 5-year period.

3. PAYMENT

a. The CONTRACTOR shall pay to the UNIVERSITY a monthly percentage of its gross monthly sales income as follows. The monthly rebate percentage will be the same as offered by the awarded CONTRACTOR in its Call for Offers submittal.

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b. The CONTRACTOR shall forward monthly rebate payments payable to "Leeward Community College", no later than the 25th day following the close of each calendar month, to Leeward Community College, Business Office, 96-045 Ala Ike Street, Pearl City, HI 96782.

c. The termination of this CONTRACT by default or otherwise shall not relieve the CONTRACTOR of any obligation under this CONTRACT or of payments owed while this CONTRACT is in effect but remaining unpaid at the time of termination.

4. SEMESTER BREAKS

It shall be understood that during the UNIVERSITY semester breaks which occur during the spring (last week of March), summer (TWO [2] weeks after the summer session which runs from mid-May to the first week of August), and Christmas (FOUR [4] weeks, mid-December to mid-January) months, the number of students, faculty, staff, and visitors on campus will decrease; however, price adjustments due to decreased revenues during the semester breaks will not be allowed.

5. CONTRACTOR’S RESPONSIBILITIES

a. CONTRACTOR shall be responsible for all physical plant remodeling, renovations, and improvements to the facilities during the term of this CONTRACT.

   1) All remodeling, renovations, and improvements shall be approved in advance by the UNIVERSITY and shall comply with all applicable UNIVERSITY, State of Hawai‘i, and City and County of Honolulu regulations and codes.
b. CONTRACTOR shall install all equipment in strict compliance with applicable building, electrical, and mechanical regulations and codes of the UNIVERSITY, State of Hawai‘i, and City and County of Honolulu.

1) Use of any heavy electrical appliances and equipment must be approved in advance by the UNIVERSITY prior to use of the electrical circuit.

c. CONTRACTOR shall be responsible for maintenance, repair or replacement of all UNIVERSITY-supplied equipment and appliances furnished for the food concession up to the point of original disconnect.

1) All equipment shall be maintained in top working condition at all times to protect against electrical and fire hazards, and to avoid food safety and sanitation hazards.

2) Any damage to the assigned space or building which is the result of improper installation or maintenance or negligence on the CONTRACTOR'S part will be the CONTRACTOR'S financial responsibility.

d. CONTRACTOR shall, at its own expense, obtain all necessary permits, give all necessary notices, pay all license fees, and comply with all laws, rules, ordinances, and regulations applicable to the business carried on under this CONTRACT.

e. All signage installed by the CONTRACTOR shall be approved in advance by the UNIVERSITY.

f. CONTRACTOR shall, at its own expense, be responsible for pest control costs in areas under their contractual control. CONTRACTOR shall be responsible for three-quarter (3/4) share of expenses related to regular grease trap maintenance with the remaining one-quarter (1/4) share being the responsibility of the UNIVERSITY'S Culinary Arts Program.

g. CONTRACTOR shall, at its own expense, remove its own trash, waste and litter from the food service concession area, and provide its own trashcans and liners.

h. At the expiration or earlier termination of this CONTRACT, the CONTRACTOR shall, at its own expense, remove all equipment and furnishings and restore the premises to its original condition.

6. UNIVERSITY'S RESPONSIBILITIES

a. UNIVERSITY shall provide space for food service preparation and delivery of concessions, reasonable office space accommodations, access to a central receiving loading dock, with space and equipment allocated for a secured, 1) walk-in refrigerator, 2) a walk-in freezer, and 3) a dry goods storeroom. Telephones with local telephone service will be provided.

b. UNIVERSITY shall provide the equipment inventory as listed in Appendix H for the Campus Center concession space in Uluwehi Café.

c. UNIVERSITY shall provide janitorial service for exterior areas adjacent to the concession areas.
d. UNIVERSITY shall provide electrical, water, and other utility infrastructure lines to the concession areas.

e. UNIVERSITY shall assume responsibility for payment of monthly utility billings required for the food service operation. The UNIVERSITY does not guarantee uninterrupted supply of gas, water, or electricity; nor does it guarantee uninterrupted service in providing any utilities; and UNIVERSITY shall not be liable to the CONTRACTOR or to others for any loss, damage, cost or expense that may result from the interruption or failure of any utility services.

7. GENERAL OPERATING CONDITIONS

a. Regular hours of operation during semester periods shall be mutually agreed upon by the CONTRACTOR and the UNIVERSITY. Hours of operation during other periods or any changes in operating hours shall be mutually agreed upon between the CONTRACTOR and the UNIVERSITY.

b. All advertising, solicitations, or promotional activities to the College community shall be the responsibility of the CONTRACTOR and shall be approved in advance by the UNIVERSITY.

c. CONTRACTOR shall provide its own employees to staff the food service concession, and the CONTRACTOR shall be responsible for all personnel costs, benefits, and wages at rates standard for the industry and in compliance with all Federal and State statutes, rules, and regulations governing employment. In addition, the CONTRACTOR shall ensure that its employees conduct themselves in accordance with the rules and regulations of the UNIVERSITY.

1) CONTRACTOR’S employees shall be neatly and suitably dressed.
2) CONTRACTOR’S employees shall maintain the proper employer/employee and business/customer relationships.
3) CONTRACTOR’S employees shall not loiter in areas outside their assigned work areas.
4) CONTRACTOR’s employees shall comply with established UNIVERSITY policies in regards to Sexual Harassment and Related Conduct, Workplace Non-Violence, and Illegal Drugs, Alcohol, and Substance Abuse. Please refer to http://www.hawaii.edu/policy for the following UNIVERSITY policies.
   - Executive Policy E1.204: Interim Policy and Procedure on Sex Discrimination and Gender-Based Violence
   - Executive Policy E9.210: Workplace Non-Violence
   - Executive Policy E11.201: Illegal Drugs, Alcohol and Substance Abuse

d. If in the opinion of the UNIVERSITY, an agent or employee of the CONTRACTOR displays uncooperative or objectionable conduct, the CONTRACTOR shall, at the UNIVERSITY’S request, remove the agent or employee from service at the UNIVERSITY.

e. Within the concession space, and at its own expense, the CONTRACTOR shall make satisfactory arrangements for sanitary handling and disposal of all trash, garbage, and other refuse resulting from the food service concession business.
1) All refuse shall be removed from the premises at regular intervals as needed, and the immediate vicinity of the premises shall be policed to maintain a safe and sanitary condition at all times.

f. The CONTRACTOR may, with the prior approval of the UNIVERSITY, initiate new services and products, which will enhance the overall food service concession.

g. The UNIVERSITY reserves the right to inspect, evaluate, and request changes in the operation and condition of the food service concession at any time with respect to the extent of services; e.g., the hours of service, prices, safety, sanitary conditions, maintenance, etc. The inspections and evaluations shall not interfere with the normal operation of the food service concession.

h. The CONTRACTOR agrees to release the Uluwehi Café kitchen and servery areas to the UNIVERSITY for TWO (2) annual fundraising events in support of the Culinary Arts Program and LeeCC students. The Scholarship Brunch is held on President’s Day weekend in February and L`ulu, LeeCC’s Culinary Arts Gala, is held on the Saturday between the last day of instruction and finals week during the month of May. Premises will be returned to CONTRACTOR in pre-event or better condition.

1) The CONTRACTOR shall submit a report to the Vice Chancellor of Administrative Services whenever fixtures, equipment, or furnishings are lost or stolen.

2) The CONTRACTOR shall be responsible for all costs and expenses when replacing equipment lost or damaged due to the CONTRACTOR’S negligence.

8. PRICING

Prices for products offered shall be clearly marked and publicly displayed and reflect pricing levels and products comparable to those offered within Hawaii outlets. Change in pricing shall be subject to the UNIVERSITY’S review and approval.

9. EXAMINATION OF RECORDS

a. The CONTRACTOR shall maintain accurate records of all business conducted on the premises and, shall upon request by the UNIVERSITY, submit monthly profit and loss statements, and any other information as required. These statements shall be submitted to Leeward Community College, Business Office, 96-045 Ala Ike Street, Pearl City, HI 96782, within TWENTY (20) consecutive calendar days from the date of the request. The profit and loss statements shall follow standard accounting format detailing revenues, expenses, and profits or losses.

b. All records, including supporting documentation of receipts, invoices, payroll records, etc., shall be subject to audit by the UNIVERSITY at any time, and shall be kept by the CONTRACTOR for THREE (3) years after the termination of the CONTRACT.
c. The CONTRACTOR shall allow the UNIVERSITY to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the UNIVERSITY may require. In addition, the CONTRACTOR shall allow an annual audit of said income and payroll expenses related to its University operation by a firm of independent auditors chosen by the UNIVERSITY. The UNIVERSITY shall pay the costs of such an audit.

10. PROHIBITIONS

a. The CONTRACTOR shall preclude its employees, representatives, agents, and/or subcontractors from:

   1) Using the premises for illegal acts or purposes,
   2) Using the premises for lodging,
   3) Generating or causing the generation of noxious and objectionable smoke, gases, vapors, sounds, or noise,
   4) Storing or accumulating flammable liquids and materials which may invalidate any insurance coverage for fire and safety carried by the UNIVERSITY, as possible non-compliance/non-adherence to applicable Underwriter’s rules and regulations or any other codes and ordinances,
   5) Posting of unauthorized bills, posters, and signs within the premises. (Advertising relating to the food service concession shall be in accordance with UNIVERSITY regulations, policies, and procedures,
   6) Stacking boxes, crates, cartons, barrels or other similar items in an unsightly manner on or about the premises,
   7) Overloading floors, and
   8) Using the premises in any manner found objectionable by the UNIVERSITY.

b. The premises shall be used for the purpose of food service concessions for the UNIVERSITY. The use of the premises for purposes other than as specified is prohibited.

11. RISK OF LOSS

Any and all goods, wares, merchandise, furniture, equipment, and personal property of any kind or description which may be on the premises at any time during the term of the CONTRACT, regardless of ownership of such property, shall be at the sole risk and hazard of the CONTRACTOR, and the CONTRACTOR shall not hold the UNIVERSITY liable or responsible for any loss thereof or damage thereto caused by water, gas, defective electrical wiring, fire, or by or for any other cause whatsoever unless the same shall be due to any act or omission of the UNIVERSITY, its officers, agents, employees, or invitees.

12. TAXES AND ASSESSMENTS

CONTRACTOR shall pay at least TEN (10) days before the same becomes delinquent all taxes, rates, assessments, impositions, duties, charges, and other outgoings of every description to which the premises or the UNIVERSITY or CONTRACTOR, in respect thereof are now or may during said term become liable based upon the operations of the CONTRACTOR under this CONTRACT, whether the same are or shall be assessed to or be payable by law by either the UNIVERSITY or CONTRACTOR.
13. **RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT**

In the event the operations of the CONTRACTOR, in the performance of the CONTRACT, should fail to conform to the specifications, the UNIVERSITY may reject the same, and it shall thereupon become the duty of the CONTRACTOR to correct same to conform to specifications, without expense to the UNIVERSITY, provided that should the CONTRACTOR fail, neglect, or refuse to do so, the UNIVERSITY shall thereupon have the right to provide for such operations and the CONTRACTOR shall pay the cost incurred in securing such services by the UNIVERSITY.

14. **INSURANCE**

CONTRACTOR shall maintain insurance acceptable to the UNIVERSITY in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of $1,000,000.00 per occurrence, and $5,000,000 in the aggregate.

Insurance shall be in force from the first day of the term of this CONTRACT.

Each insurance policy required by this CONTRACT shall contain the following three clauses:

a. “This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawai‘i, Director of the Office of Procurement and Real Property Management.

b. “It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.”

c. “The University of Hawaii is added as an insured with respect to operations performed for the University of Hawaii.”

Clauses (b) and (c) are waived for any professional liability/errors and omissions liability insurance.

CONTRACTOR agrees to deposit with the UNIVERSITY, on or before the effective date of this CONTRACT, certificates of insurance necessary to satisfy the UNIVERSITY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefore on deposit with the UNIVERSITY during the entire term of this contract.

The UNIVERSITY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the UNIVERSITY, the insurance provisions in this contract do not provide adequate protection for the UNIVERSITY, the UNIVERSITY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The UNIVERSITY’S requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks, which exist at the time a change in insurance is required.

The UNIVERSITY shall notify CONTRACTOR in writing of changes in the insurance requirements; and if CONTRACTOR does not deposit copies of acceptable insurance policies with the UNIVERSITY incorporating such changes within SIXTY (60) days’ of receipt of such notice, this CONTRACT shall be in default without further notice to CONTRACTOR, and the UNIVERSITY shall be entitled to all
The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this CONTRACT.

15. LIABILITY AND INDEMNITY

CONTRACTOR shall indemnify, defend, and hold harmless the UNIVERSITY and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf from and against; (a) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission by the CONTRACTOR, or any of its officers, employees, subcontractors, assignees, or representatives in the performance of the CONTRACT; except liability arising out of the sole negligence of UNIVERSITY or its employees; (b) all claims, suits, and damages by whomsoever brought or made by reason of nonobservance or nonperformance by the CONTRACTOR, or any of its officers, employees, subcontractors, assignees, or representatives of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, CONTRACTOR shall reimburse the UNIVERSITY and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf for all attorney’s fees, costs, and expenses incurred in connection with the defense of any such claims.

16. LITIGATION

If, without any fault, the UNIVERSITY, or any of its agents or employees shall be made a party to any litigation commenced by or against the CONTRACTOR arising out of the CONTRACTOR’s use of the premises, then the CONTRACTOR shall pay all costs and reasonable attorney’s fees incurred by or imposed upon the UNIVERSITY in connection with the litigation. The CONTRACTOR shall also pay all costs and reasonable attorney’s fees incurred or paid by the UNIVERSITY in enforcing the terms and conditions of the CONTRACT. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

17. TERMINATION OF AGREEMENT

In the event the CONTRACTOR fails to meet any commitments in accordance with the agreement and does not remedy such default within THIRTY (30) days’ after receipt of written notice, the UNIVERSITY reserves the right to terminate the agreement. If the premises are damaged or destroyed to such an extent that they will be untenable for more than THREE (3) months, the CONTRACTOR shall have the right to terminate the agreement, provided however, that the UNIVERSITY shall not be liable for the Contractor’s claim for loss of projected profits.

Should the UNIVERSITY exercise its right of termination, such exercise shall be without prejudice to any other remedy or right of action which the UNIVERSITY may have for any preceding or other breach of contract.

In the event of a monetary default by the CONTRACTOR, in the payment of the percentage of gross monthly sales as provided herein, the UNIVERSITY acknowledges an affirmative duty to mitigate damages and shall in no event accelerate payment due to the remainder of the term.
Upon termination of this agreement, whether in accordance with this section or otherwise, CONTRACTOR shall be permitted access to the premises to remove any and all logo trademarks. Such items shall include, but shall not be limited to, signage and murals.

18. TRANSITION UPON TERMINATION

CONTRACTOR agrees to permit prospective offerors for a subsequent contract access to the premises for the purpose of inspecting equipment and facilities during the subsequent call for offers at mutually agreeable times between the CONTRACTOR and the UNIVERSITY. After the new contract is awarded, the CONTRACTOR shall permit the new contractor access to the premises at mutually agreeable times between the CONTRACTOR and the new contractor for an orderly phase-in of the new contract.

19. SUBCONTRACTING AND ASSIGNING

The CONTRACTOR shall not subcontract, convey, transfer or assign any of the work to be performed under its agreement with the UNIVERSITY, nor shall the CONTRACTOR assign the agreement to any other person or firm without prior written permission from the UNIVERSITY, and no subcontract or assignment made without such permission will be recognized. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its obligation and liability under its contract with the UNIVERSITY, and all persons engaged in performing the work covered by the agreement shall be considered employees of the CONTRACTOR.

20. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the agreement or in exercising any power of or authority granted to them by the agreement, there shall be no liability upon the University's Procurement Officer or the officer's authorized representatives, either personally or as officials of the UNIVERSITY, it being understood that in such matters, they act solely as agents and representatives of the UNIVERSITY.

21. DISPUTES:

a. All controversies between the UNIVERSITY and the CONTRACTOR which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the University in writing, within NINETY (90) calendar days' after a written request by the CONTRACTOR for a final decision concerning the controversy; provided that if the UNIVERSITY does not issue a written decision within NINETY (90) calendar days' after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the CONTRACTOR may proceed as if an adverse decision had been received.

b. The UNIVERSITY shall immediately furnish a copy of the decision to the CONTRACTOR, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

c. Any such decision shall be final and conclusive, unless fraudulent, or the CONTRACTOR brings an action seeking judicial review of the decision in the circuit court of the State within SIX (6) months from the date of receipt of the decision.
d. The CONTRACTOR shall comply with any decision of the UNIVERSITY and proceed diligently with performance of this contract pending final resolution by the circuit court of this State of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the CONTRACTOR; provided that in any event the UNIVERSITY shall proceed diligently with the performance of the contract where the UNIVERSITY has made a written determination that continuation of work under the agreement is essential to the public health and safety.

22. INDEPENDENT CONTRACTOR

In the performance of its operations under this CONTRACT, the CONTRACTOR is an “independent CONTRACTOR”, with the authority and responsibility to control and direct the performance and details of the work and services required under the CONTRACT; however, the UNIVERSITY shall have a general right to inspect the operations to determine whether, in the UNIVERSITY’s opinion, the operations are being performed by the CONTRACTOR in compliance with the CONTRACT. The CONTRACTOR, and CONTRACTOR’s employees and agents are not by reason of this CONTRACT, agents or employees of the UNIVERSITY for any purpose, and the CONTRACTOR and the CONTRACTOR’s employees and agents shall not be entitled to claim or receive for the UNIVERSITY any vacation, sick leave, retirement, worker’s compensation, unemployment insurance, or other benefits provided to UNIVERSITY employees. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR’s employees and agents in the course of their employment, and to any individual not a party to the CONTRACT, for the loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR’s employees or agents in the course of their employment. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR’s employees and agents that is or may be required by law, and for payment of all premiums, cost, and other liabilities associated with securing the insurance coverage.

23. JURISDICTION/SERVICE OF PROCESS

The CONTRACTOR, by execution of the CONTRACT, acknowledges that the CONTRACTOR is transacting business within the State of Hawaii and hereby submits to the jurisdiction of the courts of the State of Hawaii as to any cause of action arising out of the performance and/or breach of this CONTRACT.

24. MODIFICATION OF CONTRACT

This contract may be modified upon mutual agreement in writing between the CONTRACTOR and the UNIVERSITY.
IN WITNESS WHEREOF, and intending to be bound hereby, UNIVERSITY has caused this agreement to be executed by a duly authorized person the day and year first above written and CONTRACTOR has accepted the same as set forth below.

CONTRACTOR:

___________________________________

___________________________________

___________________________________

UNIVERSITY:

University of Hawai‘i

1400 Lower Campus Road, Room 15

Honolulu, Hawai‘i 96822

By: ________________________________
(Signature)

___________________________________
(Typed Name)

___________________________________
(Title)

By: ________________________________
Duff Zwald
Director, Office of Procurement and Real Property Management
Appendix E
Leeward Community College
Pearl City Campus - Campus Center Building - First Floor

Approximate Square Footage:

<table>
<thead>
<tr>
<th>Area</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servery</td>
<td>1500</td>
</tr>
<tr>
<td>Kitchen</td>
<td>1300</td>
</tr>
<tr>
<td>Office-Storage</td>
<td>700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3500</strong></td>
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</tbody>
</table>
NEW WORK FLOOR PLAN

NEW WORK GENERAL LEGEND
- NEW CONSTRUCTION
- EXISTING SYSTEMS
- EXISTING CONSTRUCTION
- CONSTRUCTION TO BE REMODELED
- EXISTING CONSTRUCTION TO REMAIN

NEW WORK KEYNOTES
1. PROCUREMENT OF CONSTRUCTION COMPLETED
2. PROJECT OWNER COMPLETED
3. OWNER APPROVED
4. OWNER COMPLETED
5. OWNER APPROVED
6. OWNER COMPLETED
7. OWNER APPROVED
8. OWNER COMPLETED
9. OWNER APPROVED
10. OWNER COMPLETED
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94. OWNER COMPLETED
95. OWNER APPROVED
96. OWNER COMPLETED
97. OWNER APPROVED
98. OWNER COMPLETED
99. OWNER APPROVED
100. OWNER COMPLETED

NEW WORK GENERAL NOTES
- NEW CONSTRUCTION
- EXISTING SYSTEMS
- EXISTING CONSTRUCTION
- CONSTRUCTION TO BE REMODELED
- EXISTING CONSTRUCTION TO REMAIN

LCC Title III Facilities
Renovation, Phase II

NEW WORK FLOOR PLAN
### Leeward Community College
### Historical Summary of Gross Sales from Uluwehi Café

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Cafeteria Gross Sales</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 - June 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>$485,550</td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td>$531,088</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>$558,524</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>$530,264</td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>$504,952</td>
<td>Subway Outlet Opens</td>
</tr>
<tr>
<td>2013</td>
<td>$383,676</td>
<td>KimoBean Coffee Shop Opens</td>
</tr>
<tr>
<td>2014</td>
<td>$380,366</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>$360,140</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$360,977</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>$352,586</td>
<td></td>
</tr>
</tbody>
</table>

Note: Cafeteria has historically operated strictly on a cash-only basis for sales. No credit/debit cards were accepted. There are no such limitations for vendors.
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Location</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoshiszaki Cruch Ice Machine</td>
<td>1</td>
<td>Kitchen</td>
<td></td>
</tr>
<tr>
<td>Wolf Burner with Oven</td>
<td>1</td>
<td>Kitchen</td>
<td>4-top, gas</td>
</tr>
<tr>
<td>Cleveland Convection Steamer</td>
<td>1</td>
<td>Kitchen</td>
<td>16-pan</td>
</tr>
<tr>
<td>Wolf Convection Oven</td>
<td>2</td>
<td>Kitchen</td>
<td>2 full-size</td>
</tr>
<tr>
<td>Groen Tilting Skillet</td>
<td>1</td>
<td>Kitchen</td>
<td></td>
</tr>
<tr>
<td>Rinnai Rice Cooker</td>
<td>2</td>
<td>Kitchen</td>
<td>50 cups</td>
</tr>
<tr>
<td>US Range Burner with Oven</td>
<td>1</td>
<td>Kitchen</td>
<td>6-top, gas</td>
</tr>
<tr>
<td>Frymaster Deep Fryer</td>
<td>2</td>
<td>Kitchen</td>
<td>gas</td>
</tr>
<tr>
<td>US Range Grill</td>
<td>1</td>
<td>Kitchen</td>
<td>gas</td>
</tr>
<tr>
<td>Imperial Griddle with 2-Door Refer</td>
<td>1</td>
<td>Kitchen</td>
<td>gas</td>
</tr>
<tr>
<td>True Reach-In Refer/Freezer</td>
<td>1</td>
<td>Kitchen</td>
<td>two-door</td>
</tr>
<tr>
<td>Hobart Slicer</td>
<td>1</td>
<td>Kitchen</td>
<td></td>
</tr>
<tr>
<td>Compartment Steam Table</td>
<td>1</td>
<td>Service area</td>
<td>14 compartments</td>
</tr>
<tr>
<td>Hot Box &quot;Grab &amp; Go&quot;</td>
<td>2</td>
<td>Service area</td>
<td></td>
</tr>
<tr>
<td>Various and miscellaneous shelving units,</td>
<td></td>
<td>Kitchen/Service area</td>
<td></td>
</tr>
<tr>
<td>pots and pans, sheet pans, roasting pans,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>metal utility carts, small wares</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dish Machine</td>
<td>1</td>
<td>Dishwashing area</td>
<td></td>
</tr>
</tbody>
</table>